

A. G. Contract No. KR920316TRN
ECS File: JPA 92-26
Project: 70 GH 338 H 2957 01 C
F-022-4-535
Section: US-70 Restroom Building

INTERGOVERNMENTAL AGREEMENT
RESTROOM BUILDING MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAFFORD

THIS AGREEMENT is entered into 15 June, 1992
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF SAFFORD, acting by and through its City Council, (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual advantage of the State and the
City to provide rest area facilities within the City's right of
way adjacent to U.S. Route 70 at the following location:

South of U.S. 70 centerline roadway Station 4335+30 to
Station 4337+50.

NO. <u>16765</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/15/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wm J. Greenwood</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare plans for the rest area facility project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, at State expense.

3. The City shall provide the State a building permit at no cost.

4. The State will reimburse the City for providing and installing underground water and gas lines with meters and sanitary sewer line to within seven (7) feet of the restroom building, at actual cost. The City shall furnish all water, gas and electrical power to operate and maintain the rest area, all at City expense.

5. The City shall permit the State to connect to its sanitary sewer, gas and water and electrical lines.

6. After construction, the City shall maintain the rest area facility within its right of way.

7. The City hereby agrees to maintain the rest area facility with due regard for the safety of those who use it, and in an attractive and sanitary manner, as it was designed and approved by the State; and the City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement

violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon providing sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated, the State shall not be obligated to maintain the restroom facility.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E, Mail Drop 616E
Phoenix, AZ 85007

City of Safford
City Manager
717 Main Street
Safford, Arizona 85546


7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF SAFFORD

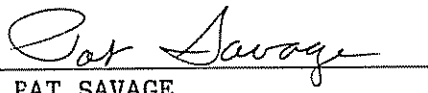
STATE OF ARIZONA

Department of Transportation

By 
GOVERNOR AKER
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

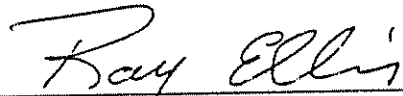
ATTEST

By 
FAT SAVAGE
City Clerk

RESOLUTION

BE IT RESOLVED on this 12th day of February 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Safford for the purpose of defining responsibilities for the design, construction and maintenance of a restroom facility adjacent to US-70 in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "Ray Ellis", is written over a horizontal line.

CHARLES E. COWAN
Director

MINUTE RECORD OF THE COMMON COUNCIL OF THE CITY OF SAFFORD AT A
MEETING HELD ON THE DAY OF
AT THE CITY HALL AT

19

RESOLUTION 958

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY
OF SAFFORD TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT WITH THE ARIZONA DEPARTMENT OF
TRANSPORTATION, HIGHWAYS DIVISION, FOR A
RESTROOM FACILITY

WHEREAS, the City of Safford and the Arizona Department
of Transportation have approved and proposed an agreement to
build a Restroom facility in the City of Safford.

BE IT RESOLVED by the Mayor and Common Council of the
City of Safford Arizona as follows:

That it is in the best interest of the City of Safford
to enter into the Intergovernmental Agreement a copy of which is
attached hereto, for the purpose of defining the responsibilities
for the design, construction and maintenance of a restroom
facility adjacent to U.S. Highway 70 in the City of Safford.

That the Mayor and Clerk be and they are hereby
authorized to execute the agreement.

PASSED, ADOPTED AND APPROVED by the Mayor and Council
of the City of Safford, Arizona, March 9, 1992.



Mayor Governor Aker

ATTEST:



City Clerk Pat Savage

APPROVED AS TO FORM



City Attorney Irval L. Mortensen

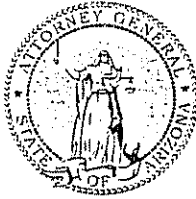
APPROVAL OF THE SAFFORD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SAFFORD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 30th day of May, 1992.

A handwritten signature in black ink, appearing to read "John M. Martin", written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-0316-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 9th day of June, 1992.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ls
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